

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
SMILEDIRECTCLUB, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-90786 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DEBTORS' APPLICATION TO RETAIN AND EMPLOY  
JACKSON WALKER LLP AS CO-COUNSEL AND CONFLICTS COUNSEL**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors” and together with certain of their non-Debtor direct and indirect affiliates, the “Company”) state as follows in support of this application (the “Application”):

**Relief Requested**

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), authorizing the Debtors to retain and employ Jackson Walker LLP (“JW” or the “Firm”) as their co-counsel and conflicts counsel in these chapter 11 cases effective as of the Petition Date in accordance with the terms and conditions set forth in that certain amended

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/SmileDirectClub>. The location of Debtor SmileDirectClub, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 1530 Antioch Pike, Antioch, Tennessee 37013.

and restated engagement letter dated October 17, 2023 (the “Engagement Letter”),<sup>2</sup> a copy of which is attached hereto as **Exhibit A**. In support of the relief requested in this Application, the Debtors submit the declaration of Matthew D. Cavanaugh (the “Cavanaugh Declaration”), a partner of the Firm, which is attached hereto as **Exhibit B**.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to entry of a final order.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

### **Background**

5. On September 29, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

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<sup>2</sup> Any references to, or summaries, of the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and the summaries provided herein. The Engagement Letter amended and restated the engagement letter entered into by the Firm and the Debtors on September 13, 2023 (the “Initial Engagement Letter”).

6. A detailed description of the Debtors' businesses, capital structure, and the events leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Troy Crawford, Chief Financial Officer of SmileDirectClub, Inc., In Support of the Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 4] (the "First Day Declaration"), incorporated herein by reference.<sup>3</sup>

### **The Firm's Qualifications**

7. The Debtors have determined that the retention of co-counsel and conflicts counsel is necessary to the successful administration of these chapter 11 cases given their size and complexity, and that the Firm's employment would be in the best interests of their estates. The Firm's complex chapter 11 experience, as well as its extensive practice before this Court and its knowledge of the Bankruptcy Local Rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtors. The Firm regularly represents chapter 11 debtors in the Southern District of Texas and throughout Texas, and thus is well qualified by its experience to serve as co-counsel and conflicts counsel to the Debtors in these proceedings.

8. In preparing for its representation of the Debtors in these chapter 11 cases, the Firm has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that the Firm is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

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<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Engagement Letter, as applicable.

### **Services to Be Provided**

9. By separate application, the Debtors have asked the Court to approve the retention of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (“Kirkland”) as lead counsel for the Debtors. The Firm has discussed the division of responsibilities with Kirkland and will avoid duplication of efforts. To specifically disclose the division of labor, and to avoid unnecessary duplication of services, the Firm is proposed to primarily provide the following services for its engagement in these chapter 11 cases as local and conflicts counsel to the Debtors:

- provide legal advice and services regarding local rules, practices and procedures, including Fifth Circuit law;
- provide certain services in connection with administration of the chapter 11 cases, including, without limitation, preparing agendas, hearing notices and witness and exhibit lists, and coordinating with chambers;
- review and comment on proposed drafts of pleadings to be filed with the Court;
- at the request of the Debtors, appear in Court and at any meeting with the U.S. Trustee and any meeting of creditors at any given time on behalf of the Debtors as their bankruptcy local and conflicts co-counsel;
- perform all other services assigned by the Debtors to the Firm as bankruptcy local and conflicts co-counsel; and
- provide legal advice and services on any matter on which Kirkland may have a conflict, including any conflict matters arising in these chapter 11 cases, or as needed based on specialization.

### **Professional Compensation**

10. The proposed arrangement for compensation is set forth in the Engagement Letter. See **Exhibit A**. The Firm’s fees are determined on the basis of time billed at hourly rates. The Firm’s hourly rates vary with the experience and seniority of its attorneys and legal assistants, and are adjusted on October 1 of each year. Work is assigned among attorneys and other professionals, including legal assistants, so as to meet the Debtors’ needs, including timing requirements, in an economically efficient manner, typically resulting in a blended rate of

approximately \$709 per hour. The Firm did not vary from, or agree to any alternatives to, its standard or customary billing arrangements for this engagement. The Firm's current hourly rates applicable to attorneys who are or may be responsible for the work that the Firm will perform are as follows:

<b>Billing Category</b>	<b>Hourly Fee Range (USD)</b>
Partners	\$565-1,715
Sr. Counsel	\$385-1,050
Associates	\$515-850
Paraprofessionals	\$225-450

11. These rates are consistent with rates that the Firm charges in other comparable chapter 11 cases, with no variation based upon the geographical location of a case.

12. Expenses related to the Firm's services will be included in the Firm's applications for compensation, which may include third-party disbursements, such as travel expenses, messenger charges, filing and recording fees and other costs. The Firm intends to bill such expenses at the Firm's cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with the Firm's standard schedule of charges. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs and substantial travel expenses, the Firm may ask that the Debtors be responsible for paying them directly, rather than through the Firm.

13. The Firm's customary fees and expenses incurred in connection with this representation are to be paid out of the Debtors' estates. The Firm will apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules and any other orders of the Court. The Debtors will be jointly and severally liable for all fees and expenses incurred by the Firm for services rendered to the Debtors pursuant to the Engagement Letter.

14. In connection with execution of the Initial Engagement Letter, the Debtors paid (a) a retainer to the Firm in the amount of \$250,000, which was earned upon receipt as stated in the Engagement Letter and (b) advance payment of estimated chapter 11 filing fees for the Debtors' voluntary petitions in the amount of \$17,380.00.

**The Firm's Disinterestedness**

15. To the best of the Debtors' knowledge, the JW attorneys have no interest adverse to the Debtors or to the Debtors' bankruptcy estates, and are disinterested. The Firm has no connections with the Debtors, the Debtors' creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the United States trustee, except as disclosed in the Cavanaugh Declaration. The Cavanaugh Declaration demonstrates that although the Firm represents and has represented several of the Debtors' creditors or affiliates of the Debtors' creditors: (i) those matters are not substantially related to these chapter 11 cases; (ii) the representations are concluded; (iii) the representation is of an affiliate; or (iv) the representations and the claims of those creditors are immaterial and *de minimis*.

16. Additionally, the Firm currently represents entities or affiliates of such entities that may have direct or indirect claims against or interests in one or more of the Debtors on matters unrelated to the Debtors or these cases. For the avoidance of doubt, as specified in the Cavanaugh Declaration, the Firm will not commence a cause of action in these chapter 11 cases against entities listed on **Schedule 2** that are current clients of the Firm unless the Firm has an applicable waiver on file or first receives a waiver from such entity allowing the Firm to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by Kirkland or other counsel, as appropriate.

**Basis for Relief**

17. The Debtors seek approval to retain the Firm as their co-counsel and conflicts counsel pursuant to Bankruptcy Code section 327(a), which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]’s duties under this title.

11 U.S.C. § 327(a).

18. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

19. For all the reasons stated herein, the retention and employment of the Firm is warranted. As stated in the Cavanaugh Declaration, the Firm is a “disinterested person” within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), and does not hold or represent an interest adverse to the Debtors, and has no connection to the Debtors, their creditors, or other parties in interest except as set forth in the Cavanaugh Declaration. Accordingly, the Debtors request that the Court approve this Application.

**Notice**

20. The Debtors have provided notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (b) counsel to the Committee; (c) the trustee under

the Convertible Notes and counsel thereto; (d) the agent under the HPS Credit Facility; (e) counsel to the DIP Lenders; (f) the agent under the DIP Facility; (g) the office of the attorney general for each of the states in which the Debtors operate; (h) the Office of the United States Attorney for the Southern District of Texas; (i) the state attorneys general for states in which the Debtors conduct business; (j) the Internal Revenue Service; (k) the Securities and Exchange Commission; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice is required.



The Debtors request that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: October 27, 2023

/s/ Troy Crawford

Troy Crawford  
SmileDirectClub, Inc.  
Chief Financial Officer

**Certificate of Service**

I certify that on October 27, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

**Exhibit A**

**Engagement Letter**



Matthew D. Cavanaugh  
 (713) 752-4284  
[mcavanaugh@jw.com](mailto:mcavanaugh@jw.com)

October 17, 2023

Susan Greenspon Rammelt,  
 Chief Legal Officer, EVP Business Affairs  
 SmileDirectClub, Inc.  
 414 Union St  
 Nashville, TN 37219

Re: Amended and Restated Retention of Counsel for Chapter 11 Restructuring

Dear Ms. Rammelt:

**GENERAL.** We are very pleased that you have asked us to represent SmileDirectClub, Inc., and all of its wholly or partially owned direct and indirect subsidiaries listed on Rider 1 or a supplement to this letter (collectively, the “Client”) in connection with a potential in-court restructuring. Please note, the Firm’s representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venture of Client or of any other entity.

This amended and restated retention letter (this “Agreement”) sets forth the terms of Client’s retention of Jackson Walker LLP (the “Firm”) to provide legal services and constitutes an agreement between the Firm and Client (collectively, the “Parties” and each a “Party”). This Agreement sets forth the Parties’ entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where the Parties otherwise agree in writing.

**FEES.** The Firm will bill the Client at its established hourly rates for time spent on the Engagement. Our hourly rates vary with the experience and seniority of our attorneys and legal assistants, and are adjusted by us October 1 of each year. Naturally, we assign work among our attorneys and other professionals so as to meet the client’s needs, including timing requirements, in an economically efficient manner. The Firm’s hourly rates fall in the ranges set forth in the below table:

<b><u>Billing Category</u></b>	<b><u>Hourly Fee Range (USD)</u></b>
Partners	\$565-1,715
Sr. Counsel	\$385-1,050
Associates	\$515-850
Paraprofessionals	\$225-450

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Although the Firm will provide an estimate of fees to assist Client in its budgeting and planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

**EXPENSES.** Reasonable expenses related to our services will be included in our statements. They may include third-party disbursements, such as travel expenses, messenger charges, and filing and recording fees, and other costs, such as certain overtime assistance and special postage. The Firm will bill such expenses to the client at our cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with our standard schedule of charges. To the extent there may be large third-party disbursements, such as filing fees, expert fees and expenses, mediation and arbitration fees, deposition costs, and substantial travel expenses, at our option, we may ask that the client be responsible for paying them in advance or directly to the provider. Client may request supporting documentation for any expense included on any statement and will not be required to reimburse such expense until reasonably satisfactory supporting documentation is provided.

**STATEMENTS.** Our statements are rendered monthly and are due upon receipt (subject to bankruptcy court approval, if and as required). If there is any question concerning a bill, we ask that it be raised within thirty (30) days. In the event that our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made, or if necessary, to terminate such services.

**RETAINER.** Considering the nature and scope of the Engagement, we are requesting a \$250,000 retainer at this time, which is earned upon receipt. In addition to the requested retainer, the Firm is also requesting the prepayment of \$17,380.00, which are the estimated charges for filing the chapter 11 petitions for the Client entities. We anticipate applying the retainer to all outstanding fees and work in process immediately prior to a filing of any restructuring proceeding, and holding the balance until the completion of the representation. When our representation is completed, we will apply the balance of the retainer against our final statement and refund any excess to the Client.

**CLIENT.** In this engagement, our principal representation is of Client as local and conflicts counsel to assist Client's primary reorganization counsel, Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively "**K&E**"). Unless specifically agreed to by us in a letter like this one, we will not be representing other persons or entities, including any directors, shareholders, officers or related entities, or their subsidiaries, affiliates, or shareholders in connection with a restructuring proceeding. Client is free to terminate this engagement at any time, as are we. If the engagement is terminated, Client will remain responsible for the payment of fees and expenses incurred until termination in accordance with this agreement, and, if court approval is required, both of us will cooperate in seeking such approval.

October 17, 2023

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**CONFLICTS.** The Firm currently represents the following entities or affiliates of the following entities that may have direct or indirect claims against the Client:

State of Texas (and all related entities)

Exelon Entities

ACE Insurance

Chubb Insurance

Liberty Mutual Insurance

Bank of America

Goldman Sachs

Wells Fargo

JPMorgan Chase Bank, NA

US Bank

BMO Harris Bank

Regions Bank

KKR

BlackRock

Credit Suisse

Your execution of this Agreement constitutes Client's acknowledgement of the Firm's ongoing relationship with these entities and Client's waiver of any actual or potential conflict with the Firm's continuing representation of these entities in matters unrelated to the Engagement. In addition, you acknowledge that the Firm's representation of the Client will carve out any matters or issues directly adverse to these existing Firm clients, or to other existing Firm clients that may be identified as the representation progresses, and that any such issues will be handled by K&E or other conflicts counsel as the case may be, except as set forth in a separate written agreement amongst Client, the Firm, and these entities.

The Firm and Client understand and agree that this is not an exclusive agreement, and Client is free to retain any other counsel of Client's choosing. We recognize that we shall be disqualified from representing any other client with interest materially and directly adverse to Client's (i) in any matter which is substantially related to our representation of the Client and (ii) with respect to any matter where there is a reasonable probability that confidential information furnished to us could be used to the Client's disadvantage. Client understands and agrees that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with the Client's in litigation, business transactions, or other legal matters. Client agrees that our representing Client in this matter will not prevent or disqualify us from representing clients adverse to Client in other matters and that Client consents in advance to our undertaking such adverse representations.

October 17, 2023

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**SPECIAL CONFLICTS COUNSEL.** The Firm may engage outside counsel to serve as special conflicts counsel where K&E and the Firm both have actual or potential conflicts (“Special Conflicts Counsel”), as the need may arise.

**CELL PHONE AND E-MAIL COMMUNICATION.** The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys occasionally communicate with their clients and their clients’ professionals and agents by cellular telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cellular telephones with Client or Client’s professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client’s professionals or agents.

**RESTRUCTURING CASES.** If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a “Restructuring Case”), the Firm’s ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm’s retention as restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm’s relationships with certain interested parties (the “Disclosure Schedule”). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client’s application to the court to retain the Firm.

If in the Firm’s determination a conflict of interest arises in Client’s Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

**NO GUARANTEE OF SUCCESS.** It is impossible to provide any promise or guarantee about the outcome of Client’s matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client’s matter are simply expressions of judgment and are not binding on the Firm.

**CONTACT PERSON.** Unless you or the Client otherwise direct, I will be your principal contact at this Firm. However, if at any time you wish to address concerns regarding this

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engagement with someone other than me, please feel free to contact Wade Cooper, our Managing Partner.

**GOVERNING LAW.** This engagement will be governed by Texas law. In addition, there may be times when we hold or transfer money on the client's behalf. In those situations, our relationship will also be subject to a variety of Texas and U.S. government requirements, including reporting requirements.

**MISCELLANEOUS.** This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client.

We will do our best to provide Client with the legal services reasonably necessary to achieve a result satisfactory to Client. However, the outcome of any transaction or lawsuit is subject to uncertainties and risks, and we make no promises or guarantees concerning the outcome. Once again, we are very pleased to have the opportunity to represent the Client. Please confirm acceptance of the terms of our engagement by signing a copy of this letter in the space provided below, and return a copy to me along with the requested retainer. For your reference I have included an invoice with wiring instructions.

**CLIENT BILLING GUIDELINES.** Except to the extent there is a conflict with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any local rule or complex procedure, or court order, the Firm will use commercially reasonable efforts to comply with the Client's *Outside Counsel Billing Guidelines Effective January 1, 2019*.

Sincerely



Matthew D. Cavanaugh

Agreed to and accepted this 18th day of October 2023.



October 17, 2023

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By SMILEDIRECTCLUB, INC., on behalf of all wholly or partially owned direct and indirect subsidiaries:

By: 

Name: Susan Greenspon Rammelt

Title: Chief Legal Officer

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

**Rider 1**

**Subsidiaries of SmileDirectClub, Inc. Party to the Engagement Letter**

SDC Financial LLC  
Access Dental Lab, LLC  
SmileDirectClub, LLC  
SmileFarm, LLC  
CAMF II, LLC  
SDC Holding, LLC  
SDC Plane, LLC  
SDC U.S. SmilePay SPV  
Ortho Lab Services, LLC

**Exhibit B**

**Cavanaugh Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
SMILEDIRECTCLUB, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 23-90786 (CML)
Debtors.	)	(Jointly Administered)
	)	

**DECLARATION OF MATTHEW D. CAVENAUGH  
IN SUPPORT OF THE DEBTORS' APPLICATION TO RETAIN AND EMPLOY  
JACKSON WALKER LLP AS CO-COUNSEL AND CONFLICTS COUNSEL**

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The undersigned proposed attorney for the above-captioned debtors and debtors-in-possession hereby submits this verified statement of disinterestedness pursuant to Bankruptcy Rule 2014(a).

1. My name is Matthew D. Cavanaugh. I am over the age of 18 years, I am competent to make this declaration, and I have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct.

2. I am an attorney admitted to practice in the State of Texas and in this Court.

3. I am a partner in the law firm of Jackson Walker LLP (the "Firm"). The Firm maintains offices for the practice of law in seven Texas cities including one at 1401 McKinney Street, Suite 1900, Houston, Texas 77010. The Firm's main telephone number is (713) 752-4200 and the Firm's main facsimile number is (713) 752-4221.

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/SmileDirectClub>. The location of Debtor SmileDirectClub, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 1530 Antioch Pike, Antioch, Tennessee 37013.

4. In conjunction with the Debtors'<sup>2</sup> retention of the Firm, I directed a search of the Firm's conflicts system for each of the Debtors' creditors and insiders (the "Potential Parties in Interest") that are listed on **Schedule 1**.

5. The Firm may represent affiliates of the Potential Parties in Interest whose identities and affiliation did not show up on the conflicts system. It is possible that there are creditors whom the Debtors did not identify in their records that are clients of the Firm. The following summarizes the findings gleaned from my review of the information available on the Firm's conflicts system divided into current clients of the Firm that are also creditors of the Debtors, former clients and affiliates of current clients of the Firm that are also creditors of the Debtors, and the Firm's connections with the Debtors and their current and former officers, directors, and professionals.

**A. The Firm's Prior Relationship to the Debtors**

6. The Firm and the Debtors entered into an engagement letter on September 13, 2023, *i.e.*, the Initial Engagement Letter, which the Firm and the Debtors amended and restated on October 17, 2023, *i.e.*, the Engagement Letter. In connection with execution of the Initial Engagement Letter, the Debtors paid (a) a retainer to the Firm in the amount of \$250,000.00, which was earned upon receipt as stated in the Engagement Letter and (b) advance payment of estimated chapter 11 filing fees for the Debtors' voluntary petitions in the amount of \$17,380.00.

**B. Current Clients of the Firm that are Creditors of the Debtors**

7. The Firm currently represents, or has represented, entities or affiliates of entities that may have direct or indirect claims or interests against one or more of the Debtors, which are listed on the attached **Schedule 2**. The Firm's ongoing representation of the **Schedule 2** entities that are denoted as current clients do not involve or relate to the Debtors or these cases. The

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

determination of whether a client is a “previous client” is based on the date of last activity in the Firm’s billing software system being five (5) years or more prior to the Petition Date herein, or the engagement of that client as having been concluded or terminated. The designation of a previous client may not foreclose a continuing attorney-client privilege.

8. The Firm will not commence a cause of action in these chapter 11 cases against entities listed on **Schedule 2** that are current clients of the Firm unless the Firm has an applicable waiver on file or first receives a waiver from such entity allowing the Firm to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by Kirkland or other counsel, as appropriate.

9. None of the current clients identified on **Schedule 2** individually represent more than 2% of the Firm’s annual revenue.

10. The Firm previously represented, but does not currently represent, other potential creditors or affiliates of potential creditors of the Debtors as reflected on **Schedule 2**.

**C. Creditors of the Debtors that are Adverse to the Firm’s Clients**

11. The Firm represents, or has represented in the past, clients that are adverse or potentially adverse to numerous creditors (or affiliates of creditors) of the Debtors.

**D. The Firm’s Connections with the Debtors, Officers, and Professionals**

12. Luci Johnson-Davis, with the U.S. Trustee’s Office in Houston, was previously employed by the Firm.

13. Rebecca Blake Chaikin, a partner in the Firm’s bankruptcy group, recently began dating Chad Husnick, a partner in the Kirkland & Ellis LLP (“K&E”) restructuring group. Prior to joining Jackson Walker in April 2022, Ms. Chaikin was a partner in the K&E restructuring group. Ms. Chaikin and Mr. Husnick did not begin dating until well after Ms. Chaikin left K&E

and joined the Firm. Ms. Chaikin does not work, and will not work, on cases where Mr. Husnick is involved. Likewise, Mr. Husnick does not work, and will not work, on cases where Ms. Chaikin is involved. I do not believe that Ms. Chaikin's relationship with Mr. Husnick affects the Firm's disinterestedness under the Bankruptcy Code.

14. The Firm has in the past had, and is likely in the future to have, common clients and connections with the Debtors' prepetition and postpetition attorneys, accountants and other professionals. None of those connections are material or present any conflict of interest.

15. Except as set forth herein, neither I nor the Firm have had any connection with the above-named Debtors, or insiders or affiliates of the Debtors, the Debtors' creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the United States trustee, and the Firm and I are disinterested persons within the meaning of Bankruptcy Code section 101(14), to the best of my knowledge.

16. The Firm will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, the Firm will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

**E. Statement Regarding United States Trustee Guidelines**

17. The Firm shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with Bankruptcy Code sections 330 and 331, and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules and any other applicable procedures and orders of the Court.

**F. Attorney Statement Pursuant to the U.S. Trustee Fee Guidelines**

18. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Fee Guidelines:

**Question:** Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

**Answer:** No. The Firm and the Debtors have not agreed to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement. The rate structure provided by the Firm is appropriate and is not significantly different from (a) the rates that the Firm charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

**Question:** Do any of the Firm professionals in this engagement vary their rate based on the geographical location of the Debtors' chapter 11 cases?

**Answer:** No. The hourly rates used by the Firm in representing the Debtors are consistent with the rates that the Firm charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

**Question:** If the Firm has represented the Debtors in the 12 months prepetition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If the Firm's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

**Answer:** My hourly rate is \$1,150.00. The rates of other attorneys in the Firm range from \$515.00 to \$1,715.00 an hour and the paraprofessional rates range from \$225.00 to \$450.00 per hour. The Firm represented the Debtors during the weeks immediately before the Petition Date, using the foregoing hourly rates.

**Question:** Have the Debtors approved the Firm's budget and staffing plan, and if so, for what budget period?

**Answer:** The Firm has not prepared a budget and staffing plan.

19. The Firm will periodically review both the changes in identifiable parties in interest of the Debtors and clients of the Firm as such information becomes available or relevant, and will update this disclosure as appropriate.



Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this October 27, 2023.

/s/ Matthew D. Cavanaugh  
Matthew D. Cavanaugh

**Schedule 1**

**Schedule of Searched Parties**

**SCHEDULE 1<sup>1</sup>****List of Schedules**

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Debtors and Non-Debtor Affiliates
1(b)	Directors and Officers
1(c)	Equity Shareholders
1(d)	Banks
1(e)	Debtor and Creditor Restructuring Professionals
1(f)	Insurance
1(g)	Landlords
1(h)	Lenders, Agents, Indenture Trustees, and/or Other Debtholders
1(i)	Lienholders
1(j)	Litigation Parties
1(k)	Marketing Process Parties
1(l)	Taxing Authorities
1(m)	Top 60 Vendors and Unsecured Creditors
1(n)	U.S. Trustee Office Personnel, Judges, and Court Staff
1(o)	Utility Providers

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<sup>1</sup> Pursuant to the Order (I) Waiving the Requirement to File a List of Equity Security Holdings, (II) Authorizing the Debtors to Redact Certain Personally Identifiable Information, (III) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (IV) Granting Related Relief [Docket No. 70] and the Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to File Under Seal the Names of Certain Confidential Parties in Interest Related to the Debtors' Professional Declarations and (II) Granting Related Relief [Docket No. 185], the names of individuals and the confidential marketing process parties listed in the schedules to the Cavanaugh Declaration are being redacted. An unredacted version of the Cavanaugh Declaration will be contemporaneously provided to the Court, U.S. Trustee, and counsel to the Committee.

**SCHEDULE 1(a)****Debtors and Non-Debtor Affiliates**

Access Dental Lab LLC	Smile of Rhode Island PC
CAMF II LLC	Smile of South Dakota PC
Danny Blaine Leeds, DDS Dentistry PC	Smile of Tennessee PC
Dowling, David, DDS	Smile of Vermont PC
Dr. Brian Nelson, a Professional Corp.	Smile of Washington, D.C. PC
Dr. Shivesh Ruparelia Dental Corp. (British Columbia)	Smile of Wyoming PC
Dr. Shivesh Ruparelia Dental Corp. (Manitoba)	SmileDirectClub AUS Pty. Ltd.
Dr. Shivesh Ruparelia Dentistry PC	SmileDirectClub DEU GmbH
Dr. Shivesh Ruparelia PC	SmileDirectClub Foundation
Dr. Walter Heidary Dentistry (NS) Professional Inc.	SmileDirectClub FR SARL
Dr. Walter Heidary Dentistry PC	SmileDirectClub HK Ltd.
Dre. Loyal Ksaybi Dentiste Inc.	SmileDirectClub HK Ltd., Taiwan Branch
Eric Buck, DDS of Maryland PC	SmileDirectClub Inc.
Garrett Oka, DDS of Nebraska PC	SmileDirectClub Inc. PAC
Gary Nathan Moore, DDS PC	SmileDirectClub IRL Ltd.
Jeffery A. Sulitzer, DMD PC	SmileDirectClub LLC
Jeffrey Sulitzer, DMD PC	SmileDirectClub Mexico S. de RL de CV
Kenneth Steven Wolf, DDS PC	SmileDirectClub Mexico Servicios S. de RL de CV
Mia Burney Dentistry of Delaware PA	SmileDirectClub NLD BV
Ortho Lab Services LLC	SmileDirectClub NZ
Robert Kreashko, DDS PC	SmileDirectClub SA
S.E.L.A.S. de Chirurgien Dentiste Mi Risus	SmileDirectClub Singapore Pte. Ltd.
SDC Canada Inc.	SmileDirectClub Spain SL
SDC Financial LLC	SmileDirectClub UK Ltd.
SDC Holding LLC	SmileFarm LLC
SDC Plane LLC	Smiles Made Here of Arkansas PA
SDC U.S. SmilePay SPV	Smiles Made Here of Australia Pty. Ltd.
Shivesh Ruparelia PC	Smiles Made Here of Indiana PC
Smile Dentistry of Hawaii PC	Smiles Made Here of Mexico SC
Smile Dentistry of Puerto Rico PC	Smiles Made Here of New Hampshire PC
Smile of Arizona PC	Smiles Made Here of Texas PC
Smile of Colorado PC	Smiles Made Here of UK Ltd.
Smile of Florida PA	Smiles of Australia Pty. Ltd.
Smile of Georgia PC	Smiles of Costa Rica SRL
Smile of Minnesota PC	Smiles of Ireland
Smile of New Jersey PA	Smiles of Netherlands BV
Smile of Ohio Inc.	Smiles of New Zealand
Smile of Oklahoma PC	Smiles of Spain SLP
Smile of Pennsylvania PC	SpaDirectClub LLC
	Woollahra Dental Pty. Ltd.

## **SCHEDULE 1(b)**

### **Directors and Officers**

Cicurel, Steven  
Crawford, Troy  
Dmitrief, Alex  
Fenkell, Alexander  
Katzman, David  
Katzman, Jordan  
Katzman, Randi  
Katzman, Steven  
Long, Genevieve  
Rammelt, Susan Greenspon  
Skinner, Justin  
Stokes, Alvin  
Sulitzer, Jeffrey  
Wallman, Richard F.  
Ward, Ted  
Wertz, Kevin  
Williams, Linda

## **SCHEDULE 1(c)**

### **Equity Shareholders**

Alexander J. Fenkell 2018 Irrevocable Trust

BlackRock Institutional Trust Co. NA

David B. Katzman 2009 Family Trust DTD

DBK Investments LLC DTD 9/7/2018

Jordan M. Katzman 2018 Irrevocable Trust DTD 6/14/2018 - JM Katzman Investments

Prentice Capital Management LP

Vanguard Group Inc., The

## **SCHEDULE 1(d)**

### **Banks**

ASB Bank Ltd.  
BAC Credomatic Inc.  
Bank of America NA  
Deutsche Bank AG  
JPMorgan Chase & Co.

## **SCHEDULE 1(e)**

### **Debtor and Creditor Restructuring Professionals**

Centerview Partners LLC  
Ducera Partners LLC  
FisherBroyles LLP  
FTI Consulting Inc.  
Kirkland & Ellis LLP  
Kirkland & Ellis International LLP  
Kroll Restructuring Administration LLC  
Latham & Watkins LLP  
Paul Weiss Rifkind Wharton & Garrison LLP  
PricewaterhouseCoopers LLP



## **SCHEDULE 1(f)**

### **Insurance**

AIG

Allied World Assurance Co. Holdings Ltd.

Ambridge Partners LLC

Arch Insurance Co.

Beazley plc

Berkley

Chubb Ltd.

Cincinnati Insurance Co.

CNA

Everest Indemnity Insurance Co.

Hartford

Hiscox Ltd.

Multinational Insurance Co.

Nationwide Mutual Insurance Co.

NFP Property & Casualty Services Inc.

Philadelphia Indemnity Insurance Co.

Talbots

Tokio Marine HCC

XL Specialty Insurance Co.

## **SCHEDULE 1(g)**

### **Landlords**

11 S. 12th Level Office LLC	CVS Pharmacy Inc.
16031 Partners Ltd.	Daito Trust Construction Co. Ltd.
17th & Larimer LLC	Dashmote BV
1900 M LLC	Davy Target Developments Ltd.
2001 Associates LLC	DCM Group Ltd.
201 East 61 LLC	Delancey Walnut 2016 LLC
222 Exhibition St Pty Ltd.	Denali Management Inc.
242 Gramercy Fifth LLC	Denta Beaute Zahnmedizin
320 West 135 Street LLC	Dental 365 Utrecht BV
606 Liberty Level Office LLC	Dentalcorp Health Services ULC
640 North Wells LLC	Depot Lab
A.S. Watson Retail (HK) Ltd.	Drake Pacer Bakertown Acquisition LLC
Alcomed SL	DTDL Ltd.
[Individual – Redacted]	Dublin City Council
AmREIT Uptown Dallas LP	Engel Properties Invest SL
AMS Salon I LLC	Falco 70-72 Investments Ltd.
ASE Management Woodfield LLC	Fallon Investment Corp.
Aventurin Betriebs GMBH	[Individual – Redacted]
Ayusa Marketing Co. Inc.	Fountain Investments LLC
Badger LLC	FR5 LLC
Ballindamm 40 Tenant GmbH	Friedman Real Estate Management LLC
Barratte Investment Management Co. Ltd.	Gather Workspaces
Barrister Executive Suites Inc.	[Individual – Redacted]
Bellevana LLC	[Individual – Redacted]
Bello Salon Suites	Hashkaot Investment Relations LLC
Bevendale Pty Ltd.	Hewlett-Packard Financial Services Co.
Bevill Inc.	Hone Coworks
Blue Boat Suite Management	Howley Salon Group LLC
BRE Mariner Ross Plaza LLC	Huddle Office Workplace
Brickyard	IA Atlanta Buckhead LLC
Bullring Ltd.	IBP Suites
Camisclo S.L	Indivision 3 Arigoni
CBRE (C) Pty Ltd.	Inmobiliaria Inter SA
CBRE Ltd.	Inmobiliaria Segura y Rentable SA
Chas Hawkins Co. Inc.	InmoKing Real Estate SA
Commerz Real Investment GmbH	Integer Inc.
Condominio WTC CD De Mexico AC	Inverfago SLU
Connect Hub Coworking	iQ Office 1055 West Georgia Inc.
Cosmident SL	IW Group Services (UK) Ltd.
CoSuite LLC	Jefferson SoLA LLC
CPUS KOP Town Center LP	Jet Office LLC
Cummin Development LLC	JustCo (Singapore) Pte. Ltd.

Kent County Council Superannuation Fund  
 Kermit C. Stengel Co.  
 Knight Frank Australia Pty. Ltd.  
 KNOWN Coworking LLC  
 Lagerbox Frankfurt GmbH  
 Lancaster Coworking LLC  
 Land Securities Trinity Ltd.  
 Launch Pad Hahne LLC  
 Legacy Salons  
 Lichfield Holdings Ltd.  
 LS Buchanan Ltd.  
 M&M Office Group LLC  
 M&N Salons LLC  
 Macbro P LLC  
 [Individual – Redacted]  
 Marc Duvivier Consultancy Ltd.  
 [Individual – Redacted]  
 Medicare-Beauty GmbH  
 Mid South Professional Holdings LLC  
 MITSA Pty Ltd.  
 MIX Salon Studios South Ridge  
 MKMR Properties LLC  
 [Individual – Redacted]  
 Montreal Cowork Inc.  
 Morgan Legacy Ventures Inc.  
 Mount Eden Land Ltd.  
 MY SALON Suite  
 MY SALON Suite of Glen Ellyn  
 [Individual – Redacted]  
 NextGen Offices Inc.  
 NW Met LP  
 NW UK (Pure Offices) Ltd.  
 Office Evolution  
 Office Evolution Central Texas  
 Office Villas LLC  
 [Individual – Redacted]  
 Olsworth Holdings Ltd.  
 OrangeTwist LLC  
 Pacific Workplaces  
 [Individual – Redacted]  
 Paseo Caribe Commercial LLC  
 Phenix Salon Suites  
 Phenix Salon Suites Orange  
 Phenix Salons of Paramus LLC  
 Plaza West Covina LP  
 [Individual – Redacted]

[Individual – Redacted]  
 PopUp Immo Ltd.  
 Premier Workspaces  
 Prologis Targeted US Logistics Fund LP  
 Puerto Venecia  
 QIC Epping Pty Ltd.  
 Regus Group Ltd.  
 Renta Antigua Lopez Brea SL  
 Republic Workspace  
 Rigel 2005 Gestión Inmobiliaria SA  
 [Individual – Redacted]  
 RW Apache LLC  
 Salon Concepts Master LLC  
 Salon Lofts Group LLC  
 Salon Plaza Enterprises LLC  
 Salons by JC  
 Salons by JC - High Point/Greensboro  
 Salons by JC - Seattle  
 Salons by JC Tulsa  
 [Individual – Redacted]  
 Satpurush Inc.  
 SBJC Brandon Inc.  
 Scentre Shopping Centre Management Pty  
 Ltd.  
 Scentre Sydney No 1 Pty Ltd.  
 Schaefer & Wunsch  
 Immobilienmanagement GmbH  
 SelfStorage Dein Lager LV GmbH  
 Serendipity Labs Orlando  
 Servcorp Hong Kong Ltd.  
 Servcorp Parramatta Pty Ltd.  
 Shared Office Partners LLC  
 Shoppers Drug Mart Inc.  
 Shorenstein Realty Investors Twelve LP  
 [Individual – Redacted]  
 Smile Brands Inc.  
 Sociedad Azucarera Larios Patrimonio SL  
 Sola Birmingham LLC  
 Sola Freedom LLC  
 Sola Houston 1 LLC  
 Sola Orem LLC  
 Sola Salon Studios  
 Sola Salon Studios Highland Park  
 Sola Salon Studios LLC  
 Sola Salon Studios Pittsburgh PA  
 Sola Salons Los Angeles LLC

Sola Salons Royal Oak LLC  
Sola Sugar House LLC  
Spaceman Ventures LLC  
Specialita Italo - Iberica SL  
Startway Partners  
Stephens Green Administration Ltd.  
Storefront, The  
Stratford City Shopping Centre  
Studio Group Partners LLC  
Suite Life WI II LLC, The  
Sweet Season Pty Ltd.  
Terrace Tower USA-Portland LLC  
Thor 17 West 125th Street LLC  
Thor Atlantic Gardens LLC  
Tram Lease Ltd. Trustee  
TSG Realty  
Twelve Orchards Corporate  
Center Associates LLC  
Union Cowork LLC  
URBI Investment 2 Sub G BV  
[Individual – Redacted]  
Venture X Capital Inc.  
Vicinity Real Estate License Pty Ltd.  
Vickery Village Office Suites LLC  
Walgreen Co.  
Wal-Mart Canada Corp.  
Waterfront A LLC  
Westchester Business Center LLC  
Weston Office Solutions Ltd.  
WeWork Inc.  
WeWork Paris I Tenant SAS  
WeWork PHL  
Work Nicer Coworking  
Workbar LLC  
Worklab by Custer  
Workman LLP  
WSL-Philips Plaza LLC  
Wulfe Management Services Inc.  
WW Worldwide CV  
XPO Transport Solutions UK Ltd.  
[Individual – Redacted]  
[Individual – Redacted]

## **SCHEDULE 1(h)**

### **Lenders, Agents, Indenture Trustees, and/or Other Debtholders**

Aequim Alternative Investments LLC  
Alexander Fenkell Revocable Trust Dated October 21, 2016  
Aristeia Capital  
AS Birch Grove  
Baillie Gifford & Co.  
Camelot Venture Group LLC  
Context Capital  
D.E. Shaw & Co. LP  
David Katzman Revocable Living Trust U/A/D June 9, 1989  
Davidson Kempner Capital Management LP  
DBK Investments LLC  
Fort Baker Capital Management LP  
Healthcare Finance Direct LLC  
Highbridge Capital  
HPS Investment Partners LLC  
Hudson Square Capital  
Jordan M. Katzman Revocable Trust Dated June 14, 2018  
JM Katzman Investments LLC  
Lazard Ltd.  
Linden Advisors LP  
LMR Partners  
Marshall Wace LLP  
Millennium Management LLC  
Murchinson Ltd.  
Opti Capital Management LP  
P. Schoenfeld Asset Management LP  
Redwood Capital  
Weiss Asset Management LLC  
Whitebox Advisors LLC  
Wolverine Asset Management LLC

**SCHEDULE 1(i)**

**Lienholders**

Bank of the West  
Caraustar Recycling  
CDW Payment Resources  
Cluster Holdco LLC  
Material Handling Inc.  
Robert Reiser & Co. Inc.  
TCW Asset Management Co. LLC  
TCW Asset Management LLC

## **SCHEDULE 1(j)**

### **Litigation Parties**

Align Technology Inc.

[Individual – Redacted]

[Individual – Redacted]

Candid Care Co.

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

Illinois, State of, Department of Professional Regulation

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

[Individual – Redacted]

**SCHEDULE 1(k)**

**Marketing Process Parties**

[Filed Under Seal]



## SCHEDULE 1(l)

### Taxing Authorities

Agilio Dental iLearn CODEplan Ltd.	Justizkasse Hamburg
Alameda, City of (CA)	Kasse.Hamburg
Alaska, State of, Department of Revenue & Tax Division	King of Prussia, City of (PA)
Arlington, City of (TX)	Lee, County of (NC)
Arsene Taxand	Leeds City Council
Artesia, City of (CA)	Long Beach, City of (CA)
Atlanta, City of (GA)	Los Angeles, City of (CA)
Better Business Bureau of Middle Tennessee Inc., The	Los Angeles, City of (CA), Department of Treasurer & Tax Collector
Bexar, County of (TX)	Macomb, County of (MI), Treasurer
BghU Belastingen	Manchester City Council
Boca Raton, City of (FL)	Maryland, State of, Comptroller
Brookfield, City of (WI)	Medford, City of (OR)
Cannock Chase Public	Miami, City of (FL)
Chandler, City of (AZ)	Missouri, State of, Division of Finance
Cherry Hill, City of (NJ)	Multnomah, County of (OR)
Chicago, City of (IL)	Newham, London Borough of
Cleveland, City of (OH)	Newport Beach, City of (CA)
Colorado, State of, Department of Law	Norfolk, City of (VA)
Columbia, City of (TN), Industrial Develoment Board	Norfolk, City of (VA), Treasurer
Daly, City of (CA)	North Carolina, State of, State Board of Dental Examiners
Davidson, County of (TN)	Oakland, County of (MI), Treasurer
Downey, City of (CA)	Ohio, State of, Bureau of Workers' Compensation
Duval, County of (FL)	Orland Park, City of (IL)
Eastvale, City of (CA)	Orlando, City of (FL)
Flourtown, City of (PA)	Palm Beach Gardens, City of (FL)
Forsyth, County of (NC)	Palm Beach, County of (FL), Tax Collector
Fort Myers, City of (FL)	Paramus, City of (NJ)
Glendale, City of (CA)	Portland, City of (OR)
Hamburg Chamber of Commerce Inc.	PROCOMER
High Point, City of (NC)	Quebec, Province of (Canada), Department of Revenue
Highland Park, City of (IL)	Quebec, Province of (Canada), Minister of Revenue
Hillsborough, County of (FL), Board of County Commissioners	Sacramento, County of (CA)
Houston, City of (TX), Sign Administration	Salt Lake City, City of (UT)
Indiana, State of, Department of Financial Institutions	San Diego, City of (CA)
Instituto Mexicano del Seguro Social	San Juan, City of (Phillipines), Municipal Treasurer
Instituto Nacional de Seguros	Santa Ana, City of (CA)
Jeffersontown, City of (KY)	

Schaumburg, City of (IL)  
South Carolina, State of, Department of  
Consumer Affairs  
St. Louis, City of (MO)  
Steuerkasse Hamburg  
Summit, City of (NJ)  
Tennessee, State of, Department of  
Economic Development  
Tennessee, State of, Secretary of State  
Business Services Division  
Tesorería General del Ayuntamiento de  
Madrid  
UDG GmbH  
United States, Government of the,  
Department of Labor & Industries  
United States, Government of the,  
Department of Labor & Workforce  
Development  
United States, Government of the,  
Department of the Treasury  
Ventura, County of (CA), Treasurer - Tax  
Collector  
Washington, State of, Department of  
Ecology  
Wisconsin, State of, Department of  
Financial Institutions

## **SCHEDULE 1(m)**

### **Top 60 Vendors and Unsecured Creditors**

Aetna Life Insurance Co.	Smartly.io Solutions Inc.
Align	Smile Stream
Allied Universal Security Services	Snowflake
Amazon Web Services Inc.	Sullivan & Cromwell LLP
American Express	Sun Life Assurance Co. of Canada
Amobee Inc.	Tango Card Inc.
Ankura Consulting Group LLC	TANGOE US Inc.
Apical Service LLC	TikTok Inc.
Barrett Distribution Centers LLC	Troutman Pepper Hamilton Sanders LLP
Benesch Attorneys at Law	Twilio Inc.
Bixby International Corp.	UPS Supply Chain Solutions Inc.
CDW Direct	Westrock CP LLC
Commission Junction	Wilmington Trust NA
Compunnel Software Group Inc.	Zest Dental Solutions
Corporate Eagle Management Services Inc.	Zeta Global Corp.
Coupa Software Inc.	
Dash BPO LLC	
Ernst & Young LLP	
FedEx	
Five9	
Foley & Lardner LLP	
Gen.G Esports	
Globant LLC	
Google Inc.	
Heraeus Kulzer LLC	
Horizon Media Inc.	
HP Inc.	
King & Spalding LLP	
Legility LLC	
LTIMindtree Ltd.	
Merkle Inc.	
Multi Packaging Solutions Inc.	
NFP Property & Casualty Services Inc.	
PJT Partners LP	
PowerInbox	
Premier Service Co.	
Qentelli LLC	
Salesforce.com	
ServiceNow Inc.	
Shenzhen Risun Technology Co. Ltd.	
Shopify	
Skadden Arps Slate Meagher & Flom LLP	

## **SCHEDULE 1(n)**

### **U.S. Trustee Personnel, Judges, and Court Staff**

Barcomb, Alicia  
Caluza, Alethea  
Castro, Ana  
Chavez, Jeannie  
Chilton, Samantha  
Conrad, Tracey  
Do, LinThu  
Duran, Hector  
Epstein, Kevin M.  
Garza, Vianey  
Gerhard, Ivette  
Henault, Brian  
Isgur, Marvin  
Jimenez, Andrew  
Johnson-Davis, Luci  
Laws, Tyler  
Lopez, Christopher M.  
Martinez, Zilde  
Motton, Linda  
Nguyen, Ha  
Norman, Jeffrey P.  
Otto, Glenn  
Rios, Mario  
Rivera, Yasmine  
Rodriguez, Eduardo V.  
Roy, Casey  
Ruff, Jayson B.  
Rust, Kendra  
Saldana, Rosario  
Sall, Millie Aponte  
Schmidt, Patricia  
Simmons, Christy  
Smith, Gwen  
Thomas-Anderson, Sierra  
Travis, Christopher R.  
Waxton, Clarissa  
Whitworth, Jana

## SCHEDULE 1(o)

### Utility Providers

ABB Inc.	Ford Fuels Ltd.
ACC Business	FPL
Action Carting Environmental Services Inc.	Frontier
Adesias	Georgia Natural Gas Co.
AGL Energy Ltd.	Georgia Power Co.
Alestra Mexico	Globalgig
Alpha Dot Net Inc.	GoTo Communications Inc.
Ameren Missouri	Granite Telecommunications
AmREIT Uptown Plaza Dallas LP	Hezelaer Energy Service
Appliance Tagging Services Pty Ltd.	Holaluz Clidom SA
Aseguradora del Itsmo (ADISA) SA	IBP Suites LLC
AT&T	Instituto Costarricense de Electricidad
AT&T Mexico LLC	Junta Administrativa del Servicio Electrico
AT&T Mobility	Municipal de Cartago (JASEC)
AT&T Mobility Puerto Rico	Knightguard Ltd.
Atmos Energy Corp.	LACNIC
Avid Waste Systems Inc.	Level 3 Communications
BES Commercial Electricity Ltd.	Liberty Mobile Puerto Rico
Beverly Hills, City of (CA), Utility Billing	Lubbock, City of (TX), Utilities
Blue Sat Servicios Administrativos de	Maetrics Ltd.
Telecomunicaciones SA	Mean Green Pest Pros
Charter Communications Inc.	Metro Water Services
Columbia Power & Water Systems	Metropolitan Realty Co. LP
Columbus Networks de Costa Rica SRL	Millicom Cable Costa Rica SA (TIGO)
Comcast Corp.	Nashville Electric Service
Comision Federal de Electricidad (CFE)	Niagara Regional Broadband Network Ltd.
Compania Nacional de Fuerza y Luz SA	NV Energy Inc.
Condominio Escazu Village Vertical	NW Met LP
Comercial Residencial y de Oficinas	O'Keefe Group LLC, The
conEdison	Origin
Contact Energy Ltd.	Pacific Workplaces Walnut Creek
Corporate Services Consultants LLC	Parque 506 SA
Costa Rica Internet Service Provider SA	PECO Inc.
Cox Business	Pedernales Electric Cooperative Inc.
CTS Norte SL	Pepco
DCM Management The Crossings	PG&E Corp.
EDF Energy Ltd.	Philadelphia Gas Works
Entrust Energy Payment Center	Philly-Wide Disposal Co.
Everflow Ltd.	Piedmont Natural Gas
Eversource Energy	Plant Tours Communications Co.
Excell Network Solutions Ltd.	Plaza Chipinque AC
Florida Power & Light Co.	Potomac Electric Power Co.

Reliant Energy Retail Services LLC  
Republic Services Inc.  
Retail Utilities Solutions Ltd.  
Rhythm Ops LLC  
Safety-Kleen Inc.  
Shaw Business Solutions  
Shepherd Investors LP  
Sierra Wireless America  
SmartestEnergy Ltd.  
Southern California Edison Co.  
Spectrum  
Spire Inc.  
SSE Airtricity Ltd.  
Stratford CCH Ltd.  
Stratford Utilities Ltd.  
Tampa Electric Co.  
TANGOE US Inc.  
TECO  
TECO Energy Inc.  
Telecable Empresarial  
Time Warner Cable  
Urbanizadora HJH del Este SA  
Utility Billing Services  
Veolia ES Technical Solutions LLC  
Veolia Recycling & Recovery Pty Ltd.  
Verizon  
Verizon Wireless  
Virgin Media Ireland Ltd.  
Waste Management of Nashville Hauling  
White City CCH Ltd.  
Windstream Services LLC  
WM Corporate Services Inc.  
Ziggo Zakelijk Services BV

**Schedule 2**

<b>Entity Name Searched In Database</b>	<b>Relation of Entity Searched to Debtors</b>	<b>Name of Entity / Entity Affiliate that is/was a JW Client</b>	<b>Status of Client Representation</b>
AIG	Insurance	AIG Aerospace Adjustment Services, Inc.	Client
		AIG Global Real Estate Investment Corp.	Client
Amazon Web Services, Inc.	Vendor	Amazon.com, Inc.	Previous Client
		Anchor Claims Management, Inc. [Amazon.com Services, LLC is beneficiary of client work]	Client
ASB Bank Ltd.	Bank	ASB 2015 GST Trust	Client
AT&T AT&T Mexico LLC AT&T Mobility AT&T Mobility Puerto Rico	Utility Provider	AT&T Corporation	Previous Client
		AT&T Mobility LLC	Previous Client
		Southwestern Bell Telephone Company d/b/a AT&T Tex	Client
		RLG Consulting [affiliate]	Client
		DIRECTV Group, Inc. [affiliate]	Client
ATMOS Energy Corp.	Utility Provider	ATMOS Energy Corporation	Client
Bank of America NA	Bank	Bank of America, N, A.	Client
		Bank of America, N, A. Trustee	Client
		Bank of America Merrill Lynch	Client
Beazley plc	Insurance	Beazley Group	Client
Berkley	Insurance	Berkley Healthcare	Client
Bexar, County of (TX)	Taxing Authorities	Bexar County	Previous Client
Blackrock Institutional Trust Co. NA	Equity Shareholder	Blackrock	Client
CBRE (C) Pty Ltd. CBRE Ltd.	Landord	CBRE, Inc.	Previous Client
Chubb Ltd.	Insurance	Chubb & Son	Client
		Chubb Executive Risk	Client
		Chubb Insurance of Europe SE	Client

Entity Name Searched In Database	Relation of Entity Searched to Debtors	Name of Entity / Entity Affiliate that is/was a JW Client	Status of Client Representation
CAN	Insurance	CAN/PRO [potential affiliate]	Previous Client
conEdison	Utility Provider	Con Edison Development	Client
CVS Pharmacy Inc	Landlord	CVS Pharmacy, Inc.	Previous Client
Davidson Kempner Capital Management LP	Lender	Davidson Kempner Capital Management, LLC	Previous Client
DCM Group Ltd.	Landlord	DCM JV, LLC [potential affiliate]	Client
DCM Management The Crossings	Utility	DCM JV, LLC [potential affiliate]	Client
D.E. Shaw Co. LP	Lender	D.E. Shaw Renewable Investments	Client
Deutsche Bank AG	Bank	Deutsche Bank	Previous Client
EDF Energy Ltd.	Utility	EDF Trading North America, LLC [affiliate]	Client
Entrust Energy Payment Center	Utility	Entrust Energy	Client
Everest Indemnity Insurance Co.	Insurance	Everest Group	Client
FedEx	Vendor	FedEx Freight, Inc.	Client
Georgia Power Co.	Utility Provider	Southern Power Company [affiliate]	Client
Google, Inc.	Vendor	Google Inc.	Client
		Waymo [affiliate]	Client
Hartford	Insurance	The Hartford	Previous Client
Hewlet-Packard Financial Services Co.	Landlord	HP Inc.	Client
Highbridge Capital	Lender	JPMorgan Chase Bank, N.A. [affiliate]	Client
Hiscox Ltd.	Insurance	Hiscox USA	Previous Client
HP Inc.	Vendor	HP Inc.	Client
HPS Investment Partners LLC	Lender	Emerge Energy Services [affiliate]	Client
JPMorgan Chase & Co.	Bank	JP Morgan Chase Bank	Client
		JPMorgan Chase Bank, N.A.	Client
		JPMorgan Chase Bank Trust Department	Client



Entity Name Searched In Database	Relation of Entity Searched to Debtors	Name of Entity / Entity Affiliate that is/was a JW Client	Status of Client Representation
		J.P. Morgan Investment Management, Inc.	Client
		JPMorgan Asset Management	Client
King & Spalding LLP	Vendor	King & Spalding	Client
Kirkland & Ellis LLP	Debtor Counsel	Kirkland & Ellis LLP	Previous Client
Knight Frank Australia Pty. Ltd.	Landlord	Newmark Grubb Knight Frank [potential affiliate]	Previous Client
PECO Inc.	Utility Provider	Constellation Energy Generation Company, LLC [affiliate]	Client
		Exelon Business Services Company, LLC [affiliate]	Client
Pedernales Electric Cooperative Inc.	Utility Provider	Pedernales Electric Cooperative, Inc.	Client
Pepco	Utility Provider	Exelon Business Services Company, LLC [affiliate]	Client
		Constellation Energy Generation Company, LLC [affiliate]	Client
Potomac Electric Power Co.	Utility Provider	Exelon Business Services Company, LLC [affiliate]	Client
		Constellation Energy Generation Company, LLC [affiliate]	Client
Prologis Targeted US Logistics Fund L.P.	Landlord	Prologis	Client
Redwood Capital	Lender	U.S. Bank National Association [affiliate]	Previous Client
Regus Group Ltd.	Landlord	Crescent Real Estate Equities Limited Partnership [affiliate]	Client
Reliant Energy Retail Services LLC	Utility Provider	Reliant Energy Solutions, LLC	Client
Republic Services Inc.	Utility Provider	Republic Services, Inc.	Previous Client
Salesforce.com	Vendor	Salesforce.com	Client
Sun Life Assurance Co. of Canada	Vendor	Sunlife Assurance Company of Canada	Previous Client
Tokio Marine HCC	Insurance	HCC Global Financial Products [potential affiliate]	Client

Entity Name Searched In Database	Relation of Entity Searched to Debtors	Name of Entity / Entity Affiliate that is/was a JW Client	Status of Client Representation
Troutman Pepper Hamilton Sanders LLP	Vendor	Troutman Pepper Hamilton Sanders LLP	Previous Client
UPS Supply Chain Solutions Inc		United Parcel Service Inc. [affiliate]	Previous Client
Wal-Mart Canada Corp.	Landlord	Walmart Stores	Previous Client
Waste Management of Nashville Hauling	Utility Provider	Waste Management, Inc.	Client
		Chemical Waste Management, Inc.	Client
Westrock CP, LLC	Vendor	WestRock Company [potential affiliate]	Previous Client
Windstream Services LLC	Utility Provider	Windstream Corporation	Previous Client
		Windstream Holdings, Inc.	Previous Client
XL Specialty Insurance Co.	Insurance	AXA XL [affiliate]	Client